

## RENTAL CONTRACT - TERMS AND CONDITIONS

The Lessor, named on the reverse page of this contract rents to the renter, identified by his signature on the reverse page of this contract, the personal property described on the reverse page of this contract, subject to all the terms and conditions on each page of this contract; the Renter, in consideration thereof, acknowledges and agrees as follows:

1. That Renter has this date and at this time specified received from Lessor the personal property listed and identified in this contract.
2. That this product(s) is to be used by the Renter for the stated period and solely for the purposes for which said equipment was manufactured and intended and he will not misuse or modify any such equipment.
3. That the Renter will pay Lessor the cost of replacement or repair of the rented product(s) if lost, stolen or damaged by any cause whatsoever.
4. Renter will be responsible for all towing, impound and storage fees incurred during rental.
5. That Renter on the "Date Due In" will immediately return the rented product(s), with all attachments, accessories and parts to the address of the Lessor as listed on the reverse side hereof, in the same condition the rented product(s) was received; ordinary wear and depreciation excepted.
6. That if Renter decides to extend this contract beyond the date and time originally agreed upon as indicated on the reverse side hereof, Renter will immediately notify Lessor and obtain Lessor's approval and terms for the extension, but in no case shall rent be stopped unless equipment is returned or Lessor obtains a call number from Great Plains verifying that the equipment was called off rent.
7. That Lessor, at its own discretion may report as stolen all rented product(s) not received within ten days after the date listed in the "Date Due In" section of this contract, or if conditions or circumstances indicate theft, before that date, Renter hereby agrees to hold Lessor harmless from any claim or liability whatsoever resulting from or arising out of Lessor's reporting the property as stolen. Furthermore, the Renter agrees to indemnify and defend Lessor, its owners, employees and agents from any claim or liability arising out of Lessor's reporting said theft which includes any damages sought for false imprisonment, intentional or negligent infliction of emotional distress, false detention or any and all damages, losses or liabilities.
8. That Renter will immediately discontinue use of the personal property should it at any time, following the execution of this agreement or any

subsequent agreement, become unsafe or in a state of disrepair. Furthermore, the Renter will immediately notify Lessor that the equipment is unsafe and in disrepair and until such time as Lessor has regained possession the Renter agrees to take all steps reasonably necessary to prevent injuries to any person and all property from the rented equipment or product.

9. Deposit does not cover replacement and/or damage of equipment, but can be applied toward clean-up, overtime, repair or replacement of abused merchandise and may not cover total expenses.

10. Customer agrees to pay in full replacement cost, including labor, for all damages to rental equipment due to any cause whatsoever and agrees to continue paying rent on the equipment until repairs are made and the equipment is once again made ready for renting.

11. Rental fees are for portal to portal time out, not time used, including any period Lessor is closed. Overdue rates for equipment rentals are computed @ 1/10 the daily rate for each hour over a day (24 HOURS). A one day rental rate for equipment with run time hour meters consists of 10 hours use within a 24 hour period. If run more than 10 hours in a 24 hour period, and additional pro-rata charge will be made.

12. Customer is responsible for loading and unloading equipment. If Lessor's employees assist in loading or unloading the equipment, Customer agrees to assume the risk of, and hold Lessor and/or its employees harmless for any property damage or personal injuries, including damage and personal injuries attributable to the negligence of Lessor and/or its employees.

13. Customer agrees to inspect the trailer coupling mechanism, lights and safety chains before leaving Lessor's premises. Customer also agrees to inspect the equipment periodically (every few miles) and to maintain the coupling, lights and chains in a safe and secure condition.

14. Customer is responsible for insuring that their vehicle rating is sufficient to tow the combination of trailer and equipment being rented.

15. Lessor is not liable for damage to Customer's bumper or automobile done by hitches, towbars or other detachable equipment.

16. Customer agrees to pay a reasonable cleaning charge for equipment returned dirty.

17. Customer agrees to have all Underground Facilities, in the vicinity of the work area, clearly marked prior to the arrival of Lessor's equipment used for digging. Customer assumes full responsibility for damage to all Underground Facilities and equipment from engaging any underground facilities. To identify Underground Facilities, Customer must call at least 48 hours prior to installation.

"CALL BEFORE YOU DIG 1-800-522-OKIE"

## EQUIPMENT DAMAGE POLICY

### CUSTOMER'S RESPONSIBILITY

Under the Great Plains, Inc. Rental Agreement, the Customer renting the Equipment is responsible to Great Plains, Inc. for any loss or damage to the Equipment and for its return in the same condition in which received, except for ordinary wear and depreciation. In the event of loss, damage or destruction of any item of Equipment, such Equipment may be repaired either by Great Plains, Inc. or a repairer of Great Plains, Inc.'s choosing. The Customer shall pay all costs associated with the repairs or replacement of the Equipment and agrees to continue paying rent on the equipment until repairs are made and the equipment is once again made ready for renting.

THE CUSTOMER WILL BE LIABLE TO GREAT PLAINS, INC. FOR ALL LOSS OF OR DAMAGE TO THE EQUIPMENT AND RELATED EXPENSES INCURRED BY GREAT PLAINS, INC., including any of the following circumstances: a) Mysterious disappearance. b) Neglect, misuse, or abuse of the equipment. c) Submersion or sinking of the Equipment in mud or water above the tracks or tires. d) Damage to Equipment due to using Equipment beyond its rate capacity. e) Wrong application or use of the Equipment in a manner other than it is designed for. (f) Any demolition activities. g) Theft, vandalism, malicious mischief or conversion. A formal report must be filed with the applicable public authorities within 24 hours of all loss and damage associated with vandalism, malicious mischief, theft or conversion of the Equipment. A copy of such report must be forwarded to Great Plains, Inc. within 48 hours of the loss or damage. h) Tire damage or flats. i) All loss or damage to the Equipment resulting from any exposure or contamination of Equipment with any hazardous materials. j) All loss or damage of Equipment associated with the Equipment's rollover or upset. k) The failure of the Customer to perform basic maintenance. l) Damage from paint overspray.

### INSURANCE

The Customer agrees to be the absolute insurer of the Equipment during the term of this Lease. Customer shall obtain and maintain comprehensive general liability coverage with the minimum limits of (a) \$1,000,000 per person and \$1,000,000 per occurrence for personal injury (including death) and (b) "all risk" physical damage coverage on the Equipment for not less than the total replacement value of the Equipment as of the Commencement Date of the Lease. Both policies

must name Great Plains, Inc. as an additional insured and shall waive rights of recovery and subrogation against each other.

#### EXPRESSED AND IMPLIED WARRANTY DISCLAIMER

RENTER ACKNOWLEDGES AND AGREES THAT LESSOR PROVIDES NO EXPRESSED WARRANTIES unless an expressed warranty is given in writing by LESSOR AND FURTHER AGREES THAT LESSOR PROVIDES NO WARRANTIES OR "MERCHANTABILITY" OR OF "FITNESS FOR A PARTICULAR PURPOSE", EITHER EXPRESSED OR IMPLIED.

In Addition, the Renter Shall Defend, Indemnify and Hold Lessor Harmless From Any Claim or Liability, Whether Based Upon a Claim for Damages to Real or Personal Property, or Damages or Loss Sustained to A Person. Furthermore, Should any Court Action be Initiated by Either the Renter or Lessor, the Renter Agrees to Pay All Reasonable Collection Fees, Court Costs and Attorney Fees incurred by Lessor or any Other Reasonable Expense incurred to Enforce the Terms and Conditions of This Contract by Either Party.